TOGUT, SEGAL & SEGAL LLP One Penn Plaza, Suite 3335 New York, New York 10119 (212) 594-5000 Frank A. Oswald Kyle J. Ortiz Jared C. Borriello

Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

JPA NO. 111 CO., LTD. and JPA NO. 49 CO., LTD.,

Debtors. 1

JPA NO. 111 CO., LTD. and JPA NO. 49 CO., LTD.,

Plaintiffs,

v.

FITZWALTER CAPITAL PARTNERS (FINANCIAL TRADING) LIMITED,

Defendant.

Chapter 11

Case No.: 21-12075 (DSJ)

(Jointly Administered)

Adv. Pro. No. 22-01004 (DSJ)

DECLARATION OF JARED C. BORRIELLO IN SUPPORT OF MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (I) DETERMINING SECURED CLAIMS OF PREPETITION CREDIT FACILITIES OR (II) IN THE ALTERNATIVE, ESTIMATING AMOUNT OF CLAIMS ASSERTED BY FITZWALTER CAPITAL PARTNERS (FINANCIAL TRADING) LIMITED AND ITS AFFILIATES

I, Jared C. Borriello, hereby declare under penalty of perjury, pursuant

to section 1746 of Title 28 of the United States Code, as follows:

The Debtors in these Chapter 11 Cases are: JPA No. 111 Co., Ltd. and JPA No. 49 Co., Ltd. The Debtors' corporate address is Kasumigaseki Common Gate West Tower, 3-2-1 Kasumigaseki, Chiyoda-Ku, Tokyo 100-0013.

- 1. I am an associate at the law firm of Togut, Segal & Segal LLP, counsel to the debtors and debtors in possession (collectively, the "<u>Debtors</u>") in the above-captioned chapter 11 cases (the "<u>Chapter 11 Cases</u>").
- 2. I respectfully submit this Declaration in support of the Motion of The Debtors For Entry of An Order (I) Determining Secured Claims of Prepetition Credit Facilities or (II) In the Alternative, Estimating Amount of Claims Asserted By Fitzwalter Capital Partners (Financial Trading) Limited And Its Affiliates, filed contemporaneously herewith (the "Motion").

3. Attached hereto are true and correct copies of the following documents:

Exhibit	Description	Date
1	Parent Support Letter, MSN 067	11/6/18
2	Parent Support Letter, MSN 173	12/2/17
3	Intermediate Lessor Support Letter, MSN 067	11/6/18
4	Intermediate Lessor Support Letter, MSN 173	12/22/17
5	WSJ Notice	12/14/21
6	Quinn Emanuel Letter to Togut re Response to Request for Accounting	2/28/22

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true to the best of my knowledge.

Dated: New York, New York February 28, 2022

/s/Jared C. Borriello

One Penn Plaza, Suite 3335 New York, New York 10119 Telephone: (212) 594-5000

EXECUTION VERSION

PARENT LETTER

6 November	2018
	2010

To: Crédit Agricole Corporate and Investment Bank (the "Security Agent") (as security agent for and on behalf of the Finance Parties)

Dear Sirs

This Letter (the "Letter") is issued to you by JP Lease Products & Services Co., Ltd. (the "Parent"), a Japanese corporation, in connection with the financing, acquisition and leasing of one (1) Airbus A350-900 aircraft bearing manufacturer's serial number 67 by JPA No. 111 Co., Ltd. (the "Company"), a limited liability company (Kabushiki Kaisha) duly formed and incorporated under the laws of Japan, with its principal place of business at 3-2-1, Kasumigaseki, Chiyoda-ku, Tokyo 100-0013, Japan. The transaction will include, inter alia, an aircraft head lease deed between the Company as lessor and DAE Leasing (Ireland) 12 Limited as lessee (the "Intermediate Lessor"), an aircraft operating lease agreement between the Intermediate Lessor as lessor and Vietnam Airlines JSC as lessee (the "Lessee"), a secured facility agreement (the "Senior Facility Agreement") between, inter alios, the Company as borrower, the Security Agent as senior agent, mandated lead arranger and security agent and the financial institutions named therein as senior lenders, a secured facility agreement (the "Junior Facility Agreement") between, inter alios, the Company as borrower, the Security Agent as junior agent, mandated lead arranger and security agent and the financial institutions named therein as junior lenders, a proceeds agreement between, inter alios, the Company as borrower, the Security Agent as junior agent and security agent, the Parent as borrower parent and the financial institutions named therein as lenders (the "Lenders" and together with the Security Agent, the Hedging Counterparty and the Account Bank, the "Beneficiaries") (the "Proceeds Agreement") and the other Transaction Documents (as defined in the Proceeds Agreement). The Parent is providing this Letter as an inducement for the Finance Parties to proceed with the transactions contemplated by the Transaction Documents and acknowledges that their willingness to proceed with such transactions is in express reliance on the contents of this Letter. When used herein, the terms defined in the Proceeds Agreement (whether expressly defined therein or by reference to another document or agreement) shall have the same respective meanings as defined therein.

- 1. In consideration of the foregoing, the Parent hereby agrees with the Security Agent (acting for and on behalf of the Lenders) that, unless and until the Company shall have performed and discharged in full its obligations to the Transaction Documents to which the Company is a party (the "Lessor Documents"):
 - (a) except with the prior written consent of the Security Agent, the Parent will continue to control the Company and directly hold the legal and beneficial ownership of the entire issued share capital in the Company;
 - (b) the Parent will ensure that the Company will be properly and diligently managed, will remain solvent and will not be liquidated or dissolved or merged or reorganised in any other manner;
 - (c) all claims of whatsoever nature which the Parent has or may at any time after the date hereof have against or in connection with the Company shall rank after

and be in all respects subordinate to all of the rights and claims of the Beneficiaries;

- (d) the Parent will ensure that the Company shall duly and punctually perform and comply with its obligations, covenants and agreements under the Lessor Documents pursuant to the terms and conditions thereof and contained therein (including, without limitation, the personal liability of the Borrower pursuant to and in accordance with clause 6.2 (*Personal Liability*) of the Senior Facility Agreement) and clause 6.2 (*Personal Liability*) of the Junior Facility Agreement); and
- (e) the Parent will ensure that, without the prior written consent of the Security Agent, the Company shall not undertake any business except as expressly contemplated by the Lessor Documents or incidental to the transactions contemplated thereby,

provided that the Parent shall not be liable or responsible for any breach in respect of paragraph (b) above if such breach is caused solely and directly by any Lease Event of Default or an event which with the lapse of time or giving of notice could become a Lease Event of Default.

- 2. In further consideration of the Finance Parties entering into the Transaction Documents to which they are a party, we hereby undertake to you that, for so long as the Company shall have any undischarged obligations to the Finance Parties under the Lessor Documents, whether jointly or severally incurred: (1) we shall indemnify each of the Finance Parties and keep them indemnified against any and all costs, losses and expenses that they may suffer or incur (i) arising out of the Parent failing to perform its undertakings in this Letter; (ii) as a result of the Company's gross negligence or wilful misconduct and (iii) in connection with the Lessor Documents and/or the transactions contemplated thereby which are a result or consequence of the Company having engaged in any business prior to the date of the Proceeds Agreement or in respect of any liability, contingent or actual, that it may have incurred prior to such date; and (2) the Parent and the Company will each be managed in such a way that they do not, by reason of their own respective voluntary act or omission, breach any laws of Japan such that the interests of the Finance Parties under the Lessor Documents and/or the transactions contemplated thereby are, or are likely to be, adversely affected.
- 3. The Parent hereby represents and warrants that (i) the Company is wholly owned by the Parent, (ii) each of the representations and warranties on the part of the Company contained in the Lessor Documents are or will be true and correct in all respects as of the date hereof and (unless notified to you otherwise by the Parent in writing) as of the Closing Date, (iii) the Parent has power to enter into and perform the Parent's obligations under this Letter, (iv) the Parent has duly authorised the execution and performance of this Letter; and (v) this Letter constitutes the Parent's legal, valid and binding obligations enforceable in accordance with its terms.
- 4. This Letter constitutes the Parent's warranty of performance but not a guarantee, **provided that** the Parent will provide any funds necessary to the Company required to ensure compliance with paragraphs (a) through (d) of Clause 1 above, subject to the proviso set out in the last paragraph of Clause 1 of this Letter. The Parent's liability hereunder shall not be affected by (i) any amendments of or variations to the

Transaction Documents which may from time to time be agreed between the Company and the other parties to such documents, (ii) any indulgences or other concessions which may be granted to the Company in respect of its obligations under the Transaction Documents, (iii) any obligation of the Company owed to the Lessee ceasing to be enforceable for whatever reason, or (iv) any other dealings in relation to the Transaction Documents which might, but for this provision, affect or impair the Parent's liability hereunder.

5. This Letter shall be governed by and construed in accordance with the laws of Japan.

Signed by:

JP LEASE PRODUCTS & SERVICES CO., LTD.

Kamil Gerard Ahmed
Attorney-In-Fact
K&L Gates LLP (Singapore)

EXECUTION VERSION

PARENT LETTER

22 December	2017
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To: Crédit Agricole Corporate and Investment Bank (the "**Security Agent**") (as security agent for and on behalf of the Finance Parties)

Dear Sirs

This Letter (the "Letter") is issued to you by JP Lease Products & Services Co., Ltd. (the "Parent"), a Japanese corporation, in connection with the financing, acquisition and leasing of one (1) Airbus A350-941 aircraft bearing manufacturer's serial number 173 by JPA No. 49 Co., Ltd. (the "Company"), a limited liability company (Kabushiki Kaisha) duly formed and incorporated under the laws of Japan, with its principal place of business at 3-2-1, Kasumigaseki, Chiyoda-ku, Tokyo 100-0013, Japan. The transaction will include, inter alia, an aircraft head lease deed between the Company as lessor and PAAL Uranus Company Limited as lessee (the "Intermediate Lessor"), an aircraft operating lease agreement between the Intermediate Lessor as lessor and Vietnam Airlines JSC as lessee (the "Lessee"), a secured facility agreement (the "Senior Facility Agreement") between the Company as borrower, the Security Agent as senior agent, mandated lead arranger and security agent and the financial institutions named therein as senior lenders, a secured facility agreement (the "Junior Facility Agreement") between the Company as borrower, the Security Agent as junior agent, mandated lead arranger and security agent and the financial institutions named therein as junior lenders, a proceeds agreement between, inter alios, the Company as borrower, the Security Agent as junior agent and security agent, the Parent as borrower parent and the financial institutions named therein as lenders (the "Lenders" and together with the Security Agent, the Hedging Counterparty and the Account Bank, the "Beneficiaries") (the "Proceeds Agreement") and the other Transaction Documents (as defined in the Proceeds Agreement). The Parent is providing this Letter as an inducement for the Finance Parties to proceed with the transactions contemplated by the Transaction Documents and acknowledges that their willingness to proceed with such transactions is in express reliance on the contents of this Letter. When used herein, the terms defined in the Proceeds Agreement (whether expressly defined therein or by reference to another document or agreement) shall have the same respective meanings as defined therein.

- 1. In consideration of the foregoing, the Parent hereby agrees with the Security Agent (acting for and on behalf of the Lenders) that, unless and until the Company shall have performed and discharged in full its obligations to the Transaction Documents to which the Company is a party (the "Lessor Documents"):
 - (a) except with the prior written consent of the Security Agent, the Parent will continue to control the Company and directly hold the legal and beneficial ownership of the entire issued share capital in the Company;
 - (b) the Parent will ensure that the Company will be properly and diligently managed, will remain solvent and will not be liquidated or dissolved or merged or reorganised in any other manner;
 - (c) all claims of whatsoever nature which the Parent has or may at any time after the date hereof have against or in connection with the Company shall rank

after and be in all respects subordinate to all of the rights and claims of the Beneficiaries;

- (d) the Parent will ensure that the Company shall duly and punctually perform and comply with its obligations, covenants and agreements under the Lessor Documents pursuant to the terms and conditions thereof and contained therein (including, without limitation, the personal liability of the Borrower pursuant to and in accordance with clause 6.2 (*Personal Liability*) of the Senior Facility Agreement) and clause 6.2 (*Personal Liability*) of the Junior Facility Agreement); and
- (e) the Parent will ensure that, without the prior written consent of the Security Agent, the Company shall not undertake any business except as expressly contemplated by the Lessor Documents or incidental to the transactions contemplated thereby,

provided that the Parent shall not be liable or responsible for any breach in respect of paragraph (b) above if such breach is caused solely and directly by any Lease Event of Default or an event which with the lapse of time or giving of notice could become a Lease Event of Default.

- 2. In further consideration of the Finance Parties entering into the Transaction Documents to which they are a party, we hereby undertake to you that, for so long as the Company shall have any undischarged obligations to the Finance Parties under the Lessor Documents, whether jointly or severally incurred: (1) we shall indemnify each of the Finance Parties and keep them indemnified against any and all costs, losses and expenses that they may suffer or incur (i) arising out of the Parent failing to perform its undertakings in this Letter; (ii) as a result of the Company's gross negligence or wilful misconduct and (iii) in connection with the Lessor Documents and/or the transactions contemplated thereby which are a result or consequence of the Company having engaged in any business prior to the date of the Proceeds Agreement or in respect of any liability, contingent or actual, that it may have incurred prior to such date; and (2) the Parent and the Company will each be managed in such a way that they do not, by reason of their own respective voluntary act or omission, breach any laws of Japan such that the interests of the Finance Parties under the Lessor Documents and/or the transactions contemplated thereby are, or are likely to be, adversely affected.
- 3. The Parent hereby represents and warrants that (i) the Company is wholly owned by the Parent, (ii) each of the representations and warranties on the part of the Company contained in the Lessor Documents are or will be true and correct in all respects as of the date hereof and (unless notified to you otherwise by the Parent in writing) as of the Closing Date, (iii) the Parent has power to enter into and perform the Parent's obligations under this Letter, (iv) the Parent has duly authorised the execution and performance of this Letter; and (v) this Letter constitutes the Parent's legal, valid and binding obligations enforceable in accordance with its terms.
- 4. This Letter constitutes the Parent's warranty of performance but not a guarantee, **provided that** the Parent will provide any funds necessary to the Company required to ensure compliance with paragraphs (a) through (d) of Clause 1 above, subject to the proviso set out in the last paragraph of Clause 1 of this Letter. The Parent's liability

hereunder shall not be affected by (i) any amendments of or variations to the Transaction Documents which may from time to time be agreed between the Company and the other parties to such documents, (ii) any indulgences or other concessions which may be granted to the Company in respect of its obligations under the Transaction Documents, (iii) any obligation of the Company owed to the Lessee ceasing to be enforceable for whatever reason, or (iv) any other dealings in relation to the Transaction Documents which might, but for this provision, affect or impair the Parent's liability hereunder.

5. This Letter shall be governed by and construed in accordance with the laws of Japan.

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Signed by:

JP LEASE PRODUCTS & SERVICES CO., LTD.

Sarah M.Beason Attorney in fact K+LGates LLP

EXECUTION VERSION

PARENT LETTER

6 November 201	8
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To: Crédit Agricole Corporate and Investment Bank (the "Security Agent") (as security agent for and on behalf of the Lenders)

Dear Sirs

This Letter (the "Letter") is issued to you by JLPS Holding Ireland Limited (the "Parent"), a company incorporated and existing under the laws of Ireland and having its registered offices at 29 Main Street, Cashel, Co. Tipperary, in connection with the financing, acquisition and leasing of one (1) Airbus A350-900 aircraft bearing manufacturer's serial number 67 by JPA No. 111 Co., Ltd. (the "Borrower"), a limited liability company (Kabushiki Kaisha) duly formed and incorporated under the laws of Japan, with its principal place of business at 3-2-1, Kasumigaseki, Chiyoda-ku, Tokyo 100-0013, Japan. The transaction will include, inter alia, an aircraft head lease deed between the Borrower as lessor and DAE Leasing (Ireland) 12 Limited (the "Company") as lessee, an aircraft operating lease agreement between the Company as lessor and Vietnam Airlines JSC as lessee (the "Lessee"), a secured facility agreement (the "Senior Facility Agreement") between, inter alios, the Borrower as borrower, the Security Agent as senior agent, mandated lead arranger and security agent and the financial institutions named therein as senior lenders, a secured facility agreement (the "Junior Facility Agreement") between, inter alios, the Borrower as borrower, the Security Agent as junior agent, mandated lead arranger and security agent and the financial institutions named therein as junior lenders, a proceeds agreement between, inter alios, the Borrower as borrower, the Company as intermediate lessor, the Security Agent as senior agent, junior agent and security agent, the Parent as borrower parent and the financial institutions named therein as lenders (the "Lenders" and together with the Security Agent, the Hedging Counterparty and the Account Bank, the "Beneficiaries") (the "Proceeds Agreement") and the other Transaction Documents (as defined in the Proceeds Agreement). The Parent is providing this Letter as an inducement for the Finance Parties to proceed with the transactions contemplated by the Transaction Documents and acknowledges that their willingness to proceed with such transactions is in express reliance on the contents of this Letter. When used herein, the terms defined in the Proceeds Agreement (whether expressly defined therein or by reference to another document or agreement) shall have the same respective meanings as defined therein.

- 1. In consideration of the foregoing, the Parent hereby agrees with the Security Agent (acting for and on behalf of the Lenders) that, unless and until the Company shall have performed and discharged in full its obligations to the Transaction Documents to which the Company is a party (the "Intermediate Lessor Documents"):
 - (a) except with the prior written consent of the Security Agent, the Parent will continue to control the Company and directly hold the legal and beneficial ownership of the entire issued share capital in the Company;
 - (b) the Parent will ensure that the Company will be properly and diligently managed, will remain solvent and will not be liquidated or dissolved or merged or reorganised in any other manner;

- (c) all claims of whatsoever nature which the Parent has or may at any time after the date hereof have against or in connection with the Company shall rank after and be in all respects subordinate to all of the rights and claims of the Beneficiaries:
- (d) the Parent will ensure that the Company shall duly and punctually perform and comply with its obligations, covenants and agreements under the Intermediate Lessor Documents pursuant to the terms and conditions thereof and contained therein (including, without limitation, the personal liability of the Company pursuant to and in accordance with sub-clause 22.2.2 of the Proceeds Agreement); and
- (e) the Parent will ensure that, without the prior written consent of the Security Agent, the Company shall not undertake any business except as expressly contemplated by the Intermediate Lessor Documents or incidental to the transactions contemplated thereby,

provided that the Parent shall not be liable or responsible for any breach in respect of paragraph (b) above if such breach is caused solely and directly by any Lease Event of Default or an event which with the lapse of time or giving of notice could become a Lease Event of Default.

- 2. In further consideration of the Finance Parties entering into the Transaction Documents to which they are a party, we hereby undertake to you that, for so long as the Company shall have any undischarged obligations to the Finance Parties under the Intermediate Lessor Documents, whether jointly or severally incurred: (1) we shall indemnify each of the Finance Parties and keep them indemnified against any and all costs, losses and expenses that they may suffer or incur (i) arising out of the Parent failing to perform its undertakings in this Letter; (ii) as a result of the Company's gross negligence or wilful misconduct and (iii) in connection with the Intermediate Lessor Documents and/or the transactions contemplated thereby which are a result or consequence of the Company having engaged in any business prior to the date of the Proceeds Agreement or in respect of any liability, contingent or actual, that it may have incurred prior to such date; and (2) the Parent and the Company will each be managed in such a way that they do not, by reason of their own respective voluntary act or omission, breach any laws of Ireland such that the interests of the Finance Parties under the Intermediate Lessor Documents and/or the transactions contemplated thereby are, or are likely to be, adversely affected.
- 3. The Parent hereby represents and warrants that (i) the Company is wholly owned by the Parent, (ii) each of the representations and warranties on the part of the Company contained in the Intermediate Lessor Documents are or will be true and correct in all respects as of the date hereof and (unless notified to you otherwise by the Parent in writing) as of the Closing Date, (iii) the Parent has power to enter into and perform the Parent's obligations under this Letter, (iv) the Parent has duly authorised the execution and performance of this Letter; and (v) this Letter constitutes the Parent's legal, valid and binding obligations enforceable in accordance with its terms.
- 4. This Letter constitutes the Parent's warranty of performance but not a guarantee, **provided that** the Parent will provide any funds necessary to the Company required to ensure compliance with paragraphs (a) through (d) of Clause 1 above, subject to the

proviso set out in the last paragraph of Clause 1 of this Letter. The Parent's liability hereunder shall not be affected by (i) any amendments of or variations to the Transaction Documents which may from time to time be agreed between the Company and the other parties to such documents, (ii) any indulgences or other concessions which may be granted to the Company in respect of its obligations under the Transaction Documents, (iii) any obligation of the Company owed to the Lessee ceasing to be enforceable for whatever reason, or (iv) any other dealings in relation to the Transaction Documents which might, but for this provision, affect or impair the Parent's liability hereunder.

5. This Letter shall be governed by and construed in accordance with the laws of Ireland.

Signed by:

JLPS HOLDING IRELAND LIMITED

EXECUTION VERSION

PARENT LETTER

22 December	2017
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To: Crédit Agricole Corporate and Investment Bank (the "**Security Agent**") (as security agent for and on behalf of the Lenders)

Dear Sirs

This Letter (the "Letter") is issued to you by JLPS Holding Ireland Limited (the "Parent"), a a company incorporated and existing under the laws of Ireland and having its registered offices at 29 Main Street, Cashel, Co. Tipperary, in connection with the financing, acquisition and leasing of one (1) Airbus A350-941 aircraft bearing manufacturer's serial number 173 by JPA No. 49 Co., Ltd. (the "Borrower"), a limited liability company (Kabushiki Kaisha) duly formed and incorporated under the laws of Japan, with its principal place of business at 3-2-1, Kasumigaseki, Chiyoda-ku, Tokyo 100-0013, Japan. The transaction will include, inter alia, an aircraft head lease deed between the Borrower as lessor and PAAL Uranus Company Limited (the "Company") as lessee, an aircraft operating lease agreement between the Company as lessor and Vietnam Airlines JSC as lessee (the "Lessee"), a secured facility agreement (the "Senior Facility Agreement") between the Borrower as borrower, the Security Agent as senior agent, mandated lead arranger and security agent and the financial institutions named therein as senior lenders, a secured facility agreement (the "Junior Facility Agreement") between the Borrower as borrower, the Security Agent as junior agent, mandated lead arranger and security agent and the financial institutions named therein as junior lenders, a proceeds agreement between, inter alios, the Borrower as borrower, the Company as intermediate lessor, the Security Agent as senior agent, junior agent and security agent, the Parent as borrower parent and the financial institutions named therein as lenders (the "Lenders" and together with the Security Agent, the Hedging Counterparty and the Account Bank, the "Beneficiaries") (the "Proceeds Agreement") and the other Transaction Documents (as defined in the Proceeds Agreement). The Parent is providing this Letter as an inducement for the Finance Parties to proceed with the transactions contemplated by the Transaction Documents and acknowledges that their willingness to proceed with such transactions is in express reliance on the contents of this Letter. When used herein, the terms defined in the Proceeds Agreement (whether expressly defined therein or by reference to another document or agreement) shall have the same respective meanings as defined therein.

- 1. In consideration of the foregoing, the Parent hereby agrees with the Security Agent (acting for and on behalf of the Lenders) that, unless and until the Company shall have performed and discharged in full its obligations to the Transaction Documents to which the Company is a party (the "**Intermediate Lessor Documents**"):
 - (a) except with the prior written consent of the Security Agent, the Parent will continue to control the Company and directly hold the legal and beneficial ownership of the entire issued share capital in the Company;
 - (b) the Parent will ensure that the Company will be properly and diligently managed, will remain solvent and will not be liquidated or dissolved or merged or reorganised in any other manner;

- (c) all claims of whatsoever nature which the Parent has or may at any time after the date hereof have against or in connection with the Company shall rank after and be in all respects subordinate to all of the rights and claims of the Beneficiaries:
- (d) the Parent will ensure that the Company shall duly and punctually perform and comply with its obligations, covenants and agreements under the Intermediate Lessor Documents pursuant to the terms and conditions thereof and contained therein (including, without limitation, the personal liability of the Company pursuant to and in accordance with sub-clause 22.2.2 of the Proceeds Agreement); and
- (e) the Parent will ensure that, without the prior written consent of the Security Agent, the Company shall not undertake any business except as expressly contemplated by the Intermediate Lessor Documents or incidental to the transactions contemplated thereby,

provided that the Parent shall not be liable or responsible for any breach in respect of paragraph (b) above if such breach is caused solely and directly by any Lease Event of Default or an event which with the lapse of time or giving of notice could become a Lease Event of Default.

- 2. In further consideration of the Finance Parties entering into the Transaction Documents to which they are a party, we hereby undertake to you that, for so long as the Company shall have any undischarged obligations to the Finance Parties under the Intermediate Lessor Documents, whether jointly or severally incurred: (1) we shall indemnify each of the Finance Parties and keep them indemnified against any and all costs, losses and expenses that they may suffer or incur (i) arising out of the Parent failing to perform its undertakings in this Letter; (ii) as a result of the Company's gross negligence or wilful misconduct and (iii) in connection with the Intermediate Lessor Documents and/or the transactions contemplated thereby which are a result or consequence of the Company having engaged in any business prior to the date of the Proceeds Agreement or in respect of any liability, contingent or actual, that it may have incurred prior to such date; and (2) the Parent and the Company will each be managed in such a way that they do not, by reason of their own respective voluntary act or omission, breach any laws of Ireland such that the interests of the Finance Parties under the Intermediate Lessor Documents and/or the transactions contemplated thereby are, or are likely to be, adversely affected.
- 3. The Parent hereby represents and warrants that (i) the Company is wholly owned by the Parent, (ii) each of the representations and warranties on the part of the Company contained in the Intermediate Lessor Documents are or will be true and correct in all respects as of the date hereof and (unless notified to you otherwise by the Parent in writing) as of the Closing Date, (iii) the Parent has power to enter into and perform the Parent's obligations under this Letter, (iv) the Parent has duly authorised the execution and performance of this Letter; and (v) this Letter constitutes the Parent's legal, valid and binding obligations enforceable in accordance with its terms.
- 4. This Letter constitutes the Parent's warranty of performance but not a guarantee, **provided that** the Parent will provide any funds necessary to the Company required to ensure compliance with paragraphs (a) through (d) of Clause 1 above, subject to the

proviso set out in the last paragraph of Clause 1 of this Letter. The Parent's liability hereunder shall not be affected by (i) any amendments of or variations to the Transaction Documents which may from time to time be agreed between the Company and the other parties to such documents, (ii) any indulgences or other concessions which may be granted to the Company in respect of its obligations under the Transaction Documents, (iii) any obligation of the Company owed to the Lessee ceasing to be enforceable for whatever reason, or (iv) any other dealings in relation to the Transaction Documents which might, but for this provision, affect or impair the Parent's liability hereunder.

5. This Letter shall be governed by and construed in accordance with the laws of Ireland.

Signed by:

JLPS HOLDING IRELAND LIMITED

Nall M. Namara

Niall McNamara

Director

BIGGEST⁹P,000¹STOCKS

-0.63

1.15

Lennar A Lennar B

How to Read the Stock Tables

How to Read the Stock Tables
The following explanations apply to NYSE, NYSE
Arca, NYSE American and Nasdag Stock Market
listed securities. Prices are composite quotations
that include primary market trades as well as
trades reported by Nasdag BX (formerly Boston),
Chicago Stock Exchange, Cboe, NYSE National and
Nasdag ISE.
The list comprises the 1,000 largest companies
based on market capitalization.
Underlined quotations are those stocks with
large changes in volume compared with the
issue's average trading volume.
Boldfaced quotations highlight those issues
whose price changed by 5% or more if their
previous closing price was \$2 or higher.

Footnotes:
I-New 52-week high.
I-New 52-week low.
dd-Indicates loss in the most recent four

Wall Street Journal stock tables reflect composite regular trading as of 4 p.m. and changes in the closing prices from 4 p.m. the previous day.

ABB	changes in the closing prices from 4 p.m. the previous day.											
ABB	Net e Chg	Close	Sym	Stock		Close	Sym	Stock	Net	,		
ABB ABB AGB 9-049 AVAIDABB 248.07 3.02 Clarepillar CAT 2012.25 Clarepillar CAT 2012.25 AVAIDABB ABB AGB 9-049 AVAIDABB AVAIDABB 39.10 - 01.06 Cemex CAT 2012.25 AVAIDABB 39.10 - 01.06 Cemex CAT 2012.25 AVAIDABB 39.10 - 01.06 Cemex CAT 2012.25 AVAIDABB 39.10 - 01.07 AVAIDAB 39.10 - 01.07 AVAIDA	8 2.56	124.88	CTLT	Catalent	-0.81	142.94	AVLR			Close	Sym	Stock
ABB		201.25		Caterpillar						C	В	Α
AECOM ACM 73.46 0.44 Averylbenesion Aff y 23.47 1-9.27 Centeme. Proc. 72.11 Averylbenesion Aff y 23.47 1-9.27 Averylbenesion Aff y 23.47 Averylbenesion Aff y 23.4	8 -0.05	5.98	CX	Cemex	-0.16	39.19	AVTR	Avantor	-0.04	36.60	ΔRR	ARR
AGCO AGC A	1 -0.43	11.91							0.44	73.46	ACM	AECOM
AMC pit AMC pi		78.15 28.00										
AMC 81.4 4.20 BPH Group BPH Sorpholes BP Sorpholes BPH Sor	2 0.07	6.42	EBR	CentraisElBras	-0.38	51.32	BCE	BCE				
Section Company Comp									-4.20	23.24	AMC	AMC Ent
ASPILE ASX	3 3.29	361.03	CRL	CharlesRiverLabs	-0.86	66.55	BJ	BJ'sWholesale				
Sample S									-0.23	7.22	ASX	ASETech
Abbotte Abotte A		102.35										
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Auroralnnov AUR 13.10 -0.17 CarMax KMX 143.25 -6.23 Discover/FinSvcs DFS 112.85 Autodesk ADSL 268.88 -0.12 Carnival CCL 13.34 -0.94 DiscoveryB DISCB 34.70 Autoliv AUV 100.59 -2.50 Carnival CUK 16.80 -0.93 DiscoveryB DISCB 34.70 ADP 235.02 -1.71 CarrierGlobal CARR 54.93 -0.58 DiscoveryC DISCK 21.88												
Autoliv ADS 268.8 -0.12 Carnival CL 18.34 -0.94 DiscoveryB DISCB 3.47 AUDP ADP 235.02 -1.71 CarrierGlobal CARR 54.93 -0.58 DiscoveryB DISCA 2.75 DISCA 2.75 2.75 -0.54 DiscoveryC DISCA 2.75												
ADP 235.02 -1.71 CarrierGlobal CARR 54.93 -0.58 DiscoveryC DISCK 21.88	0 0.1	34.70	DISCB	DiscoveryB						268.88		Autodesk
		150.43										

				Net				
_	Stock	Sym	Close	Chg	St	ock		Close
	dLocal DocuSign	DLO DOCU	34.46 139.77	0.39		oeLife Oaddy	GL GDDY	91.29 72.55
	DolbyLab DollarGeneral	DLB DG	88.78 226.00	0.08	Gold	dFields dmanSachs	GFI	9.84 384.64
	DollarTree	DLTR	140.88	-0.67	Goo	dRx	GDRX	39.17
	DominionEner Domino's		76.75 537.36	0.79 2.94	Grad		GRAB GGG	7.17 79.95
	DoorDash Dover	DASH DOV	537.36 155.25 171.75	-2.75 0.39	Grai Grif	inger	GWW GRFS	506.85 10.21
	Dow	DOW	53.32	-1.36	Guar	rdantHealth	GH	94.16
	Doximity DrReddy'sLab	DOCS RDY	55.68 60.63	1.74 0.19		dewire Healthcare		113.87 244.10
	DraftKings Dropbox	DKNG DBX	28.85 24.19	-1.56 0.23	I HDF	C Bank	HDB HPQ	65.10 35.28
	DukeEnergy	DUK	103.04	1.53	HSE		HSBC	28.41
٨	DukeRealty DuPont	DRE DD	62.78 77.63	1.19 -2.41		liburton tfordFinl	HAL HIG	22.71 67.24
	Dynatrace ENI	DT E	60.16	-1.59 -0.70	Has		HAS HCP	100.58 85.99
	EOG Rscs	EOG	27.13 88.03	-1.65	Heal	thpeakProp	PEAK	34.42
	EPAM Systems EastWestBncp		75.69	-12.12 -2.10	Heio Heio			142.42 127.56
Å	EastGroup EastmanChem	EGP	217.74 114.80	3.70 -2.50		rySchein	HSIC HSY	75.16 188.65
	Eaton	ETN	169.70	-0.76	Her	tzGlobal	HTZ	23.90
	eBay Ecolab	EBAY ECL	66.69 231.44	-0.20 -0.06	Hes Hew	s ·lettPackard	HES HPE	77.06 14.79
	Ecopetrol EdisonInt	EC EIX	13.50	-0.46		woodsProp	HIW	43.90
	EdwardsLife	EW	66.88 120.74	-0.18 -1.10	Hilto	ogic	HOLX	142.41 75.39
	ElancoAnimal Elastic		27.74 116.85	-0.23 -0.21		neDepot IdaMotor	HD HMC	405.24 27.77
	ElectronicArts	EA	126.77	1.13	Hon	eywell	HON	209.23
	Enbridge	ENB	92.33 37.55	-0.26 -0.24	Hor	izonTherap melFoods	HRL	47.28
	Endeavor EnelAmericas	EDR ENIA	30.00 5.95	-0.10 -0.14		Horton tHotels	DHI HST	108.02 16.19
	EnergyTransfer	ET	8.23	-0.25	Howr	metAerospace nengPower		30.08 22.50
	EnphaseEnergy Entegris	ENTG	142.28	-1.50 -4.61	! Hua		HTHT	36.25
	Entergy EnterpriseProd	ETR EPD	107.88 21.10	0.47	Hub	bell Spot		210.05 726.15
Å	Equifax	EFX	297.05	1.93	Hun	nana	HUM	464.37
	Equinix Equinor	EQIX EQNR		18.28 -0.65	JBH Hunt	lunt tingtonBcshs		200.80 14.92
	Equitable EquityLife	EQH ELS	32.04 85.81	-0.31 0.75		ttHotels InterActive	H IAC	82.63 126.33
Ā	EquityResdntl	EQR	87.97 195.54	1.11	ICIC	I Bank	IBN ICL	19.65 9.49
	Erielndemnity A EssentialUtil	WTRG	50.98	0.54	Idex	Group xLab	IDXX	605.34
	EssexProp EsteeLauder	ESS EL	352.47 360.34	6.79 -1.05		Markit Groep	INFO ING	134.15 13.64
	Etsy EverestRe	ETSY RE	219.72 267.48	-5.56 -2.49	Inve	sco Photonics	IVZ	22.82 166.70
	Evergy	EVRG	67.58	0.64	IQV		IQV	269.74
	EversourceEner ExactSciences	EXAS	89.26 78.02	1.38 -1.28	ITT Icahr	nEnterprises		100.32 50.00
	Exelon Expedia	EXC EXPE	54.14 161.00	0.23 -5.95	Icon IDE			277.56 236.53
	ExpeditorsIntl ExtraSpaceSt	EXPD		3.28 4.14	4 Illino	oisToolWks nina	ITW	243.43 379.54
•	ExxonMobil	XOM	61.63	-1.38	Imp	erialOil	IMO	33.38
	F5 FMC	FFIV FMC	230.03 105.03	0.57 -3.14	Incy Info	rte rmatica	INCY INFA	67.81 36.35
	FactSet FairIsaac	FDS FICO	466.54 414.04	0.47 6.55	Info	sys ersollRand	INFY IR	22.61 59.64
	Farfetch Fastenal	FTCH FAST		-2.28	Insu	ılet	PODD	264.60
٠	FederalRealty	FRT	129.54	-0.01 -0.77	Inte Inte	lliaTherap	INTC NTLA	
	FedEx Ferguson	FDX FERG	240.90 165.65	-5.38 0.96	Inter ICE	ractiveBrkrs	ibkr ice	75.18 135.58
	Ferrari FidNatlFin		258.40 50.40	-2.90 0.09		rContinentI	IHG	60.44 122.58
	FidNatlInfo	FIS	104.75	0.25	IntlF	lavors	IFF	146.50
	FifthThirdBncp FirstHorizon	FHN	42.40 15.94	-1.36 -0.39		Paper rpublic	IP IPG	45.84 36.85
	FirstRepBank FirstSolar	FRC FSLR	205.31 97.07	-3.35 -0.13	Intu	it tiveSurgical		668.74 340.36
Å	FirstEnergy	FE FSV	40.17	0.55	Invit	tatHomes	INVH	43.17
	FirstService Fiserv	FISV	192.50 104.29	-0.24 1.10		Mountain Unibanco	IRM ITUB	49.56 3.74
	FiveBelow Five9	FIVE FIVN	191.74 129.54	-9.99 -2.51		J	ΚI	L
	FleetCorTech Floor&Decor	FLT FND	217.22 125.87	-5.59 -0.26	JD.c		JD	78.05
	FomentoEconMex	FMX	69.55	-1.44	JPM Jabi	organChase I	JPM JBL	157.92 64.03
	FordMotor Fortinet	F FTNT	20.43 331.60	-1.02 -1.03	Jack	Henry	JKHY	162.52
	Fortis Fortive	FTS FTV	45.86 74.92	0.30	Jam	obsEngg nesHardie	THX T	140.89 40.12
	FortBrandsHome	FBHS	104.42	-1.26	Jeff J&J	eriesFin	Jef	37.53 168.45
	FoxA FoxB	FOXA FOX	36.31 33.80	-0.51 -0.44	John	sonControls esLang	JCI	78.90 257.49
	Franco-Nevada FranklinRscs	FNV BEN	132.58 34.12	1.85 0.07	1 Junip	perNetworks	JNPR	34.01
	FreeportMcM FreseniusMed	FCX	37.63 30.67	-0.74 0.18	Justi KB	EatTakeaway Fin	GRUB KB	10.84 48.13
	FullTruck		10.78	-1.00		Holdings	BEKE KKR	18.73 72.39
	G	Н			KLA		KLAC	399.75
•	GDS Holdings		50.16	-2.53	Kan	itySouthern zhun	BZ	40.62
	GFLEnvironmental GXO Logistics		36.15 86.51	-0.76 0.73	Kell Keur	ogg rigDrPepper	K KDP	63.48 35.30
	Gallagher GameStop	AJG GME	168.81 136.88	-0.79	Key	Corp sightTechs	KEY	22.45
	Gaming&Leisure	GLPI	46.39 134.69	0.02	Kim	berlyClark	KMB	139.28
	Garmin Gartner	IT	320.44	-1.42		coRealty derMorgan	KMI	22.96 15.93

LEVI 24.54 31.36 0.05 -6.42 -0.76 LeviStrauss LEVI 24.54 LiAuto LI 31.36 LibertyBroadbandC LBRDK 148.48 LibertyBraedband A LBRDA 147.21
LibertyGlobal C LBTYK 27.87
LibertyGlobal A LBTYA 27.91
LibertyFormOne F PWONK 60.23
LibertyFormOne A FWONA 56.45
LibertyBraves A BATRA 27.89
LibertyBraves C BATRK 27.55
LibertyBritus A LSXMA 47.84
LibertySirius C LSXMX 47.66
LifeStorage LSI 142.81
EliLilly LLY 28.53 LibertyBroadbandA LBRDA 147.21 -0.12-0.10 -0.21 0.34 28.41 -0.68 22.71 -1.22 67.24 -0.91 100.58 -0.24 85.99 0.29 4 34.42 0.63 142.42 -2.26 142.75 -1.54 175.16 -0.52 188.65 2.14 23.90 -1.02 23.90 -1.02 23.90 -1.02 47.70 -2.10 14.79 -0.42 43.90 -0.38 142.41 -3.72 4 43.90 -0.38 142.41 -3.72 4 405.24 -10.16 0.19 LithiaMotors LAD 282.72
LiveNationEnt LYV 108.60
LloydsBanking LYG 2.30
LockheedMartin LMT 345.55
Loews L 56.77
LogitechIntl LOGI 81.83
Lowe's LOW 257.24
LufaxHolding LULU 403.75 | W | 43,90 | 0.38 | T | 14241 | 3.72 | 0.64 | 0.65 | 0.64 | 0.65 | 0.64 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 LufaxHolding LU 6.14 -0.19 lululemon LULU 43.75 -5.83 LumenTech LUMN 11.96 -0.19 Lyft Lyft 38.41 -1.10 LyondellBasell LYB 87.65 -2.26 M N | M&T Bank | MTB 147.63 | -4.58 | MGM Resorts | MGM | 40.34 | -1.07 | MKS Instrum | MKS I 157.15 | -4.22 | MPLX | MRC | 28.26 | -0.73 | MSCI | MRC | 28.26 | -0.73 | MSCI | MGC | 28.26 | -0.73 | MGC | 28.26 | -0.74 | MGC | 28.26 | -0.74 | MGC | 28.26 | -0.74 | MGC | 28.26 | -0.41 | MGC | 15.26 | -0.41 | MGC | -0.41 | **DD** 264.60 **LA** 114.25 **(R** 75.18 -1.51 -0.62 -0.05 -0.19 -9.21 MizuhoFin MFG 2.53 -0.03 Moderna MRNA 271.99 14.93 MohawkInds MHK 174.60 -3.78 MolinaHealthcare MOH 300.94 -2.04 **/H** 43.17 MolsonCoorsB TAP 46.02 MolsonCoorsA TAP.A 58.00
 monday.com
 MNDY
 271.62 -36.32

 Mondelez
 MDLZ
 63.17
 0.91

 MongoDB
 MDB
 494.93 -12.80
 -2.55 -0.90 -0.77 2.96 -0.42 -2.53 0.01 -0.33 -0.90 perNetworks JNPR 34.01 0.84 -0.33
EatTakeaway GRUB 10.84 -0.33
Fin KB 48.13 -0.90
. Holdings BEKE 18.73 -3.38
.R KKR 72.39 -2.95
.A KLAC 399.75 -10.94
.GitySouthern KSU 293.59 -5.05
.anzhun BZ 40.62 1.44
.ellogg K 63.48 0.86
.eurigDrPepper KDP 35.30 -0.02
.evCorp KEY 22.45 -0.56
.evsightTeChs KEYS 204.09 2.24
.cmcoRealty KIM 22.96 ...
.GinderMorgan KMI 139.28 3.21
.GincoRealty KIM 22.96 ...
.Kright-Swift KNX 61.26 0.3
.KoninklijkePhil PHG 33.89 -0.2
.Kright-Swift KNX 61.26 0.3
.KoreaEkPwr KEP 9.03 -0.3
.Kroger KR 45.63 1.
.LKQ 1.44 8 0.3
.Kroger KR 45.63 1.
.LKQ 56.44 -1
.LPL Financial LPLA 156.94 -3
.LSHArrisTech LHX 217.94 1
.LabCorpofAmerica LH 217.94 1
.LabCorpofAmerica LH 22.44 4
.LamResearch LECX 684.97 -20
.LamarAdv LAMR 11.47 0 -1
.LasVegasSands LYS 36.93 -1
.LECX 58.95
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ORY 671.76 - 176 OXY 29.23 OXTA 221.91 OLPX 26.15 OXD 73.94 OMC 71.25 ONON 36.02 OX OXE 46.85 OXEL 100.89 OXAN 10.21 IX 99.78 Idd OXIS 85.38 Idd OXIS 85.38 Idd OXIS 85.38 SVB Fin SIVB 675.60 -28.32 Saia SAIA 325.99 -2.72 Salesforce.com CRM 265.76 -0.27 OReillyAuto
OccidentalPetr
Okta
Olaplex
OldDomFreig
Olin
Omnicom
OnHolding
ON Semi
OpenCext
OpendoorText -1.75 -1.42 2.63 -3.75 0.34 -2.26 Sasol Schlumberge OpendoorTe Oracle Orange Orix OtisWorldv ide **OTIS** 99.78 -1.89 2.83 SoFiTech SOFI SolarEdgeTech SEDG Southern SoCopper SCCO 59.34 SouthwestAir LUV 40.48 Splunk SPLK 111.50 Spotify SPOT 225.62 Petroleobrasii PBR 11.09
Petroleobrasii PBR 11.09
Petroleobrasii PBR 11.09
Petroleobrasii PBR 10.34
I Pfizer PF 55.07
PhilipiMorris PM 91.07
PhilipiMorris PM 91.07
Pindipodri PJU 32.23
PlugPower PLU 32.23
Pool POOL 56.20
PrincipalFin PFG 71.28
Procreter& PCOR 81.20
Proteer&Gamble PG 157.67
Progressive PG 96.96
PrudentialFin PU 105.08
PrudentialFin PU 105.08
PrudentialFin PU 33.72
I PublicServiceEnt PEG 65.19
I PublicStorage PSA 355.21
I PublicStorage PSA 355.21
I PublicStorage PSA 355.21
I PublicStorage PSA 355.21
I PublicStorage PSA 355.25
I PublicStorag Spotify SPOT 225.62 StanleyBlackDck SWK 192.43 Starbucks StateStreet SteelDynamics STLD Stellantis Steris STMicroelec Stryker SYK
SumitomoMits SMFG SunComms SUI SunLifeFinancial SLF SunusSunceFleerySunRun
Suzano
Synaptics
Sy TC Energy TRP 45.76
TD Synnex SNX 106.39
TE Connectivity TEL 158.08
Telusint U 22.85
Telusint TIXT 31.93
Ternium TX 43.71
TFI Intl TFI 104.65
TJX TJX 73.13
T-MobileUS TMUS 115.01
TRowePrice TROW 194.12
TaiwanSemi TSW 116.42
TakeTwoSoftware TTWO 166.2
TakeGaPharm TAK 13.50
Tapestry TPR 42.02
TargaResources TRGP 50.69
Target TGT 234.17
TataMotors TTM 116.42
TataMotors TTM 15.00
TataMotors TTM 15.00
TataMotors TTM 23.41
Telegret TDV 432.54
TeledpyneTech TDV 432.54 RELX RLX 31.68 -0.27
RH RH 567.20 -35.80
RPM RPM 97.31 -0.12
RalphLauren RL 120.08 -2.82
RaymondJames RJF 96.33 -1.27
RaytheonTech RTX 84.33 -1.83
Realtylncorne O 61.61 .12
RegalRexnord RRX 166.11 0.75
RegencyCtrs REG 72.88 -0.39
Regenepharm REGN 660.15 -9.37
RegionsFin RF 21.45 -0.78
ReplainceSteel RS 156.49 -1.68
Replingen REM 258.71 11.07
RepublicSvor RSG 136.10 0.67
ResMed Res 156.49 -1.68
Replingen RG 156.49 -1.69
RepublicSvor RG 156.49 -1.69
Restauranting 166.40 -1.69
Resta RELX 31.68 -0.27 RH 567.20 -35.80 RPM 97.31 -0.12 RL 120.08 -2.82 ts RJF 96.33 -1.27 RELX TeledyneTech TDY 432.54 Teleflex TFX 320.76 Ericsson ERIC 10.32

Net Sym Close Chg

NTR 69.36 -0.96 NVEI 58.32 -1.29

NVDA 281.61 -20.37

OKE 60.20 -1.80 ORLY 671.76 -10.61

O P Q

Sym Close Chg

0.06

TradeDesk

Tradeweb TraneTech

TransDigm

TransUnion

Travelers

Trex Trimble

Trip.com TruistFinl

TTD 92.50 -1.56
TW 95.50 0.23
TT 202.24 -0.45
TDG 591.90 -13.41

TREX 137.11

TRMB 86.07 TCOM 25.08

RYAAY 97.17 SAP 137.95 SPGI 478.86 SBAC 365.02 SKM 44.73

SSNC 78.16 STOR 34.19

S&P Global

SBA Comm SK Telecom SS&C Tech

Sym Close Chg

LEN 113.15 -3.76 LEN.B 91.67 -2.37

-0.7

303.67 STLA 18.44 SYK 260.07 -0.19 -6.19 31.95 26.96 92.54 432.54 -2.83 TelefonicaBras VIV
Telefonica TEF
TelekmIndonesia TLK 8.58 4.15 -0.11 -0.07 -0.11TencentMusic TME 6.43 -0.35 TTEK 168.05 TEVA 8.17 -0.17 TexasPacLand TPL 1245.48 -22.48 73.13 uters **TRI** 119.84 MMM 174.58 TOST 34.50 -2.77 TOL 72.09 -2.52 BLD 274.89 -3.91 TTC 98.46 -1.43

Twilio Twitter TWTR 44.60 TylerTech TYL 515.01 TSN 84.93 UBS 17.77 UDR 59.35 TysonFoods UBS Group UDR UGI 45.34 UWMC 6.68 UBER 35.73 UWM Uber Ubiquiti UiPath | Ubiquiti | Ubiquiti | Ubiquiti | Ubiquiti | UiPath | PATH | 43.50 | -0.55 | UlTA | 388.29 -15.20 | UnderArmour | UAA | 22.60 | -1.01 | Ubiquiti | Ubiqui Unilever UL 53.09
UnionPacific UNP 245.74
UnitedAirlines UAL 41.74
UnitedMicro UMC 11.01
UPS B UPS 206.31
UnitedRentals URI 338.26 US Bancorp USB 56.82 UnitedTherap UTHR 191.21 UnitedHealth UNH 478.14 UnitySoftware U 139.75 UniversalHealthB UHS 128.80 Universal Health B URS 128.80
Upstart UPST 151.06
VF VFC 74.79
VICI Prop VICI 28.20
Valifkesorts MTN 328.37
Vale VALE 13.76
Valero Energy VLO 68.33
Ventas VTR 48.35
Veri Sign VRSN 242.92
VeriskAnalytis VRSN 228.94
Veri Vori Zon VZ 50.28 UPST 151.06 -9.69 VFC 74.79 -1.19 VICI 28.20 -0.16 MTN 328.37 -10.61 VALE 13.76 0.24 JOS V 1985 28.94
JOS V 1985 28.94
JOS V 1985 28.94
JOS V 1985 28.94
JOS V 1985 28.95
V 1985 28.9 VMWare VMW 111.88 -1.22 Vodafone VOD 14.96 -0.14 VornadoRealty VNO 41.40 -0.64 VulcanMatls VMC 203.87 -1.59

New Highs and Lows

Sym Hi/Lo Chg Stock

ABT 137.00 1.2 ABBV 127.74 0.8 ACN 381.15 -0.5 ARE 215.02 1.0

Highs

ALSAU

ACC AWR AIRC AAPL ARNA RAMMW ATLCL AVB BLU

lphaStarAcon

AmCampus AmerStWater AptIncmREIT

BELLUS Health

OReillyAuto

PepsiCo Pfizer PineTech

SantanderCons

The following explanations apply to the New York Stock Exchange, NYSE Arca, NYSE American and Nasdaq Stock Market stocks that hit a new 52-week intraday high or low in the latest session. **% CHG**-Daily percentage change from the previous trading session.

PEG PSA QCOM DGX REXR ROK SPGI STAG

481.61 45.98 42.87

348.55

17.30 84.16

10.03

17.41 35.51 81.91 75.61 237.88 10.50 9.98 28.29 59.79 480.26

11.81

233.03

-0.1 -7.4 -1.6 3.0 -3.4 -0.5

-2.9 1.7

4.3 -0.2 2.4

Sym Hi/Lo Chg Stock

 ORLY
 683.72
 -1.6
 BlendLabs
 BLNI

 OCN
 39.32
 -2.7
 BlonderTongueLab
 BDR

39.32 - 2,7 | BlonderTongueLab 1.99 - 9,7 | BottBiotherap 171.26 | 0,5 | BonNaturalLife 55,73 - 4,6 | BoqiiHolding U 10.21 - 0,2 | BraggGaming 158.33 | 1.4 | BridgetownUn 158.33 | 1.4 | BridgetownUn 158.30 | 1,7 | BrightHorizons 65.62 | 2,2 | BrilliantAcqnWt 1 19.10 - 0,3 | BroadstoneAcqnA 164.44 | 2,0 | BrookfieldBrP Nts 76.63 | 1.4 | BrookfieldRenew 353.83 | 0,1 | BrookfieldRenew 481.61 | 1,1 | BurTechAcqn

BurTechAcqn

1.1 BurTechAcqn
2.6 Cadiz
2.6 Cadiz
2.6 CM Life III A
0.2 CN Energy
0.1 CompassPath
-6.3 CaledoniaMining
-0.1 Calyxt
0.1 CambiumNtwks
7.4 CannaGiblAcqn
-1.6 CanopyGrowth
3.0 CardiovascularSys
-3.4 Carecloud

CarLotzWt

cbdMD

CatalystBiosci CatchMarkTimb

CelularityWt

Centogene CenturyTherap

Sym Hi/Lo Chg

7.80 -1.9

1.8 -7.1 -35.0 -2.9 -0.9 0.8 0.6 -0.1 -7.5 -1.7 -6.9 -2.4 -2.1 -1.4 -0.9 -0.3 -2.6 1.2

7.2 0.1 -5.0 10.0 -2.1

32.90 9.98 3.56 9.66 2.40 23.89 11.21

BLND

BEPC

BEP

CDZI CMLT

CMPS CMCL CLXT CMBM CNGLU CGC CSII MTBC

LOTZW

CTT

YCBD

CNTG

CELUW

Tenaris

Teradyne Tesla

TetraTech

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PUBLIC NOTICES

NOTICE OF PUBLIC SALE OF COLLATERAL

NOTICE IS HEREBY GIVEN that pursuant to: (a) Section 9-610 of the Uniform Commercial Code ("UCC") as adopted in the State of New York, (b) that certain (i) Amended and Restated Second Mezzanine Loan Agreement (the "Loan Agreement") by and between One Lincoln Mezz 2 LLC, as successor-in-interest to Teachers Insurance and Annuity Association of America (together with any of its successors and/or assigns permitted hereunder, "Secured Party") and Lincoln Street Mezz II, LLC ("Debtor") pursuant to which Secured Party made a loan to Debtor in the principal amount of \$125,000,000.000 (the "Loan"); and (ii) Second Mezzanine Pledge and Security Agreement dated November 10, 2016 by and between Secured Party wathout (the "Auction"); Secured Party will offer for sale to the public in a public auction to be conducted both in person (subject to the COVID pandemic and applicable laws, as outlined below) and via audio/video teleconference to the live auction (the "Auction"); (a) 100% of the limited liability company interests in Lincoln Street Mezz LLC, a Delaware limited liability company interests in Lincoln Street Mezz LLC and the contraction of "Mortgage Borrower". The Loan is subordinate to a mortgage loan (the "Mortgage Loan") and a first principal amount of \$660,000,000.00 for the avoidance of doubt, which amount does not include accrued interest, default interest, late fees, enforcement costs or any additional amounts comprising the Senior Loan as of today's date). Reference is hereby made to the UCC Public Sale Notice provided by KTB CRE Debt Fund No. 7 on October 20, 2021 pursuant to which it intends to offer for sale at public auction on December 21, 2021 100% of the limited liability company membership interests in Lincoln Street Mezz II, LLC, the Debtor.

The Pledged Collateral is being sold on an "AS IS WHERE IS" basis pursuant to the following terms and conditions.

The Pledged Collateral is being sold on an "AS IS WHERE IS" basis pursuant to the following terms and conditions.

1. The sale of the Collateral will take place on December 20, 2021 at 11:00am New York time, subject to the COVID-19 pandemic and applicable law (including any Executive Orders of the Governor of the State of New York) and be conducted on the front steps of the New York, County Supreme Court Building, located at 60 Centre Street, New York, New York 10007 and via audio/video teleconference to the live auction on the Date of Sale. Qualified Bidders (as defined in the Terms of Public Sale (the "Ferms of Sale") for the Pledged Collateral that have timely made the Required Deposit (as defined in Terms of Sale) shall be provided with audio/video teleconference dial-in information necessary to participate in the Auction electronically and confirmation whether the public will also be held in person, subject to the foregoing provisions. The public sale will be conducted by a licensed auctioneer employed by Paramount Realty USA (the "Auctioneer").

The sale shall be a public auction to the highest qualified bidder. The Pledged Collateral will be sold as a block, and will not be divided or sold in any lesser amounts. The successful bidder for the Pledged Collateral must be prepared to purchase all of the Pledged Collateral. The Pledged Collateral will be sold to the bidder that makes the highest and best bid at the Auction.

An online datasite for the Sale (the "Datasite") will include certain relevant information that Secured Party possesses concerning the Property, the Loan, the Pledged Entity, the Pledged Collateral, copies of the applicable agreements and other documents evidencing or relating to the Loan, the Mortgage Loan, the First Mezzanine Loan and certain other related documents and information in Secured Party's possession. No information provided to a bidder whether provided in the Datasite or otherwise, shall constitute a representation or warranty of any kind with respect to such information, the Property, the Loan, the Pledged Entity or the Pledged Collateral, or the Auction. Bidders are encouraged to review all materials in the Datasite and perform such due diligence as deem necessary in advance of the Auction. Access to the Datasite, which will be provided upon a request made to the contact listed at the end of this notice and will be conditioned upon execution of a confidentiality agreement provided in connection therewith.

provided in connection therewith.

The Pledged Collateral is being sold on an "AS IS WHERE IS" basis, with all faults, and there is no warranty by the Secured Party relating to title, possession, quiet enjoyment, merchantability, fitness or the like in this disposition. Secured Party makes no guarantee, representation or warranty, express or implied, as to the existence or nonexistence of liens, the quantity, quality, condition or description of the Pledged Collateral, the value of the Pledged Collateral, the Debtor's rights in the Pledged Collateral without representation or warranty of any kind by the Secured Party, Lenders or any other matter. The transfer of the Pledged Collateral will be made without recovers and without representation or warranty of any kind by the Secured Party, Lenders or any other person for or on behalf of Secured Party, subject to all defenses by the Secured Party and subject to the Senior Loan.

Party, Lenders or any other person for or on behalf of Secured Party, subject to all defenses by the Secured Party and subject to the Senior Loan. There are specific requirements for any potential bidder in connection with obtaining information, bidding on the Pledged Collateral, and purchasing the collateral (the "Requirements"), including without limitation, that (i) such bidder has satisfied all of the requirements set forth in Terms of Sale to be a Qualified Bidder and complied with the other qualifications and requirements of the Terms of Sale, and (ii) such bidder has complied with the Pledged Entity's governing documents and the Senior Loan documents. To participate in the Auction, prospective bidders must confirm their ability to satisfy the Requirements in the manner described in the Terms of Sale, including, but not limited to a requirement to make a good-faith deposit against such bidder's payment of the purchase price. The Secured Party reserves the right to: (a) reject all bids determined by it in its good faith to be unqualified or unacceptable bids; (b) terminate the sale also to such other date, yenue and/or time as the Secured Party may deem proper, by announcement prior to the date of sale or at the place and on the date of sale fout prior to the start of the bidding at the sale, and any subsequent adjournment thereor, without further publication; and (c) impose any other commercially into supon the sale of the Pledged Collateral as the Secured Party may deem proper. The Secured Party further reserves the right to restrict prospective bidders to those who will represent that they are purchasing the Pledged Entity for their own accounts for investment and not with a view to the distribution or resale of such Pledged Entity, to verify that the certificate for the Pledged Entity to be sold bears a legend substantially to the effect that such interests have not been registered under the Securities Act, and may not be disposed of in violation of the provisions of the Securities Act. The Secured Par

All bids (other than credit bids of the Secured Party) must be for cash and the successful bidder must be prepared to deliver immediately federal funds (1) for the Second Deposit (as defined in Terms of Sale) in accordance with the time period set forth in the Terms of Sale and (2) for the balance of the purchase price of the Collateral on the closing date prescribed by the Terms of Sale and otherwise comply with the Requirements. The Successful Bidder shall be responsible for the payment of all transfer taxes, stamp duties and similar taxes incurred in connection with the purchase of the Pledged Collateral, if applicable.

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All inquiries should be made to: Cushman & Wakefield to the attention of Jessica Merritt at jessica.merritt@cushwake.com; (212) 841-7651.

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PUBLIC NOTICES

Airborne Capital Limited Mandated to Sell Certain

Airborne Capital Limited (www.airbornecapital.aero) has been exclusively mandated to offer for sale certain rights and claims under, amongst other things, certain head lease agreements with JLPS Leasing Draco Limited (formerly DAE Leasing (Ireland) 12 Limited) and JLPS Leasing Uranus Limited (formerly known as PAAL Uranus Company Limited) respectively, and certain lease

agreements with Vietnam Airlines JSC. These rights and claims are to be sold on an 'as is. where is' basis, and may be sold individually, via a sale process that will be conducted in accordance with certain procedures beginning on 10 December 2021.

For further information on the sale, expressions of interest, bid deadlines and procedures, please contact Airborne Capital by emailing remarketing@airbornecapital.aero with "JLPS Claims" in the subject line.

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Toll Bros
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TradeUPGlobal
TrajectoryAlpha
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Aditxt
AeriePharm
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FatProjectsAcqn

FinchTherap

FatProjectsAcqnWt FATPW

FATP

Continued on Page B9

LEGH

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LWLG LION LOW MXL MCD MTH MAA MSI NGG NSA

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WRITER'S DIRECT DIAL NO. (737) 667-6100

 $Writer's\ Email\ Address\\ as her griffin @quinnemanuel.com$ 

# SENT BY EMAIL TO: KYLE ORTIZ, ESQ. / AMANDA C. GLAUBACH, ESQ. KORTIZ@TEAMTOGUT.COM, AGLAUBACH@TEAMTOGUT.COM

February 28, 2022

CONFIDENTIAL VIA ELECTRONIC MAIL

Re: MSN 173 / JPA No. 49 Co., Ltd. – Response to Request Pursuant to U.C.C. § 9–210(b);
MSN 67 / JPA No. 111 Co., Ltd. – Response to Request Pursuant to U.C.C. § 9–210(b)

Dear All:

We are in receipt of your letters dated February 25, 2022 requesting "the estimated pay-off amount for the Secured Obligations, including by providing an update of the amounts set forth on Appendix 1 and Appendix 2 to the FitzWalter January 22 [sic] Letter." One was sent on behalf of JPA No. 111 Co., Ltd. (**Borrower 111**), and a virtually identical letter was sent on behalf of JPA No. 49 Co., Ltd. (**Borrower 49** and together with Borrower 111 the **Borrowers**).

Without waiving any rights, we provide the following. In doing so, we refer to:

- a. the Facility Agreement dated 22 December 2017 between Crédit Agricole Corporate and Investment Bank (CACIB), as Security Agent, Borrower 49, and the financial institutions named therein as Senior Lenders (amongst others) in respect of one Airbus A350–941 Aircraft with manufacturer's serial number 173 (the Aircraft 173), as amended, restated or supplemented from time to time (the Facility Agreement 49);
- b. the Facility Agreement dated 6 November 2018 between CACIB, as Security Agent, Borrower 111, and the financial institutions named therein as Senior Lenders (amongst others) in respect of one Airbus A350–900 Aircraft with manufacturer's serial number 67 (the **Aircraft 67** and together with Aircraft 173

- the **Aircraft**), as amended, restated or supplemented from time to time (the **Facility Agreement 111** and together with Facility Agreement 49 the **Facility Agreements**);
- c. the Junior Facility Agreement dated 22 December 2017 between the financial institutions named therein as Lenders, CACIB, as Security Agent, and Borrower 49 (amongst others), as amended, restated or supplemented from time to time (the **Junior Facility Agreement 49**);
- d. the Junior Facility Agreement dated 6 November 2018 between the financial institutions named therein as Lenders, CACIB, as Security Agent, and Borrower 111 (amongst others), as amended, restated or supplemented from time to time (the **Junior Facility Agreement 111** and together with Junior Facility Agreement 49 the **Junior Facility Agreements**);
- e. the Proceeds Agreement dated 22 December 2017 between the lenders, CACIB, as Security Agent, and Borrower 49 (amongst others), as amended, restated or supplemented from time to time (the **Proceeds Agreement 49**);
- f. the Proceeds Agreement dated 6 November 2018 between the lenders, CACIB, as Security Agent, and Borrower 111 (amongst others), as amended, restated, or supplemented from time to time (the **Proceeds Agreement 111** and together with Proceeds Agreement 49 the **Proceeds Agreements**);
- g. the Aircraft Head Lease Agreement dated 29 December 2017 between Borrower 49 as lessor and JLPS Leasing Uranus Limited (f/k/a PAAL Uranus Company Limited) (the **Intermediate Lessor 173**) as lessee in respect of the Aircraft 173, as amended, restated or supplemented from time to time (the **Head Lease Agreement 173**);
- h. the Aircraft Head Lease Agreement dated 19 November 2018 between Borrower 111 as lessor and JLPS Leasing Draco Limited (f/k/a DAE Leasing (Ireland) 12 Limited) (the **Intermediate Lessor 67** and together with Intermediate Lessor 173 the **Intermediate Lessors**) as lessee in respect of the Aircraft 67, as amended, restated or supplemented from time to time (the **Head Lease Agreement 67** and together with Head Lease Agreement 173 the **Head Lease Agreements**);
- i. the Borrower Parent Letter dated 6 November 2018 issued by JP Lease Products & Services Co., Ltd. (**Borrower Parent**), in respect of Borrower 111's acquisition of Aircraft 067;

- j. the Borrower Parent Letter dated 22 December 2017 issued by **Borrower Parent** in respect of Borrower 49's acquisition of Aircraft 173;
- k. the Intermediate Lessor Parent Letter dated 6 November 2018 issued by JLPS Holding Ireland Limited (**Intermediate Lessor Parent**) in respect of Borrower 111's acquisition of Aircraft 067;
- 1. the Intermediate Lessor Parent Letter dated 22 December 2017 issued by Intermediate Lessor Parent in respect of Borrower 49's acquisition of Aircraft 173;
- m. the Resignation and Appointment Agreements dated 2 December 2021 made between FitzWalter and CACIB whereby CACIB resigned as Security Agent, and FitzWalter was appointed as Security Agent in respect of the financing of the Aircraft.

Unless otherwise defined herein or the context otherwise requires, capitalized terms and expressions defined in the Proceeds Agreements (whether defined therein or by reference) have the same meaning in this Letter.

In response to your request, we attach Appendix 1 and 2, representing the minimum amounts of Secured Obligations currently known to us as of the date hereof.

To prepare Appendix 1 and 2, FitzWalter has relied upon the records and other information supplied to it by others.

Amounts have been given to the date hereof (28 February 2022) and represent the minimum amounts as currently known to FitzWalter. Additional amounts, including interest, professional fees, and expenses, will continue to accrue. In addition, certain losses, including the liability to pay damages, will only be quantifiable upon final adjudication and assessment. We expressly reserve all our rights in relation to any and all amounts forming part of the Secured Obligations.

Until the full, final, and indefeasible payment and discharge of all Secured Obligations and the re-assignment thereafter of the Assigned Property to the relevant Obligors and the release and discharge of Security Interests in accordance with clause 7 of the Proceeds Agreements, the Assigned Property is the property of the Security Agent and the rights in the Collateral are vested in the Security Agent.

We hereby further expressly reserve all the rights, powers, and remedies whether arising under the Facility Agreements, the Junior Facility Agreements, the Security Documents, the Transaction Documents, applicable Law and/or however arising that we may have now and/or which may arise subsequently.

Nothing in this Letter constitutes a waiver of any rights or remedies which we or any Financing Party has or may have now or subsequently. Nothing in this Letter waives or varies any of the terms of the Transaction Documents.

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This Letter is issued on behalf of FitzWalter Capital Partners (Financial Trading) Limited in its capacity as Security Agent only.

Best regards,

Asher B. Griffin

AG:ED

Counsel to FitzWalter Capital

Partners (Financial Trading) Limited

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#### Appendix 1 – MSN 67

| Claim Category                                                                                                                                                                                                            | Obligors (where relevant)                                                      | Quantum                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Senior Principal                                                                                                                                                                                                          |                                                                                | \$87,870,569.00                                                                                                                                                     |
| Senior Interest                                                                                                                                                                                                           |                                                                                | \$0                                                                                                                                                                 |
| Senior Default Interest                                                                                                                                                                                                   |                                                                                | \$426,515.22                                                                                                                                                        |
| Junior Principal                                                                                                                                                                                                          |                                                                                | \$8,783,353.72                                                                                                                                                      |
| Junior Interest                                                                                                                                                                                                           |                                                                                | \$138,837.57                                                                                                                                                        |
| Junior Default Interest                                                                                                                                                                                                   |                                                                                | \$174,541.26                                                                                                                                                        |
| Swap/Break Costs                                                                                                                                                                                                          |                                                                                | \$7,490,909.73                                                                                                                                                      |
| Breach of Clause 3.1 and 3.2 (Non-Petitioning) and Clause 10.2.3(c) (Service Agreement and Lease Management Agreement) of the Proceeds Agreement 111 and the Borrower Parent Letter and Intermediate Lessor Parent Letter | Borrower Parent<br>Intermediate Lessor 67<br>Intermediate Lessor Parent        | Unliquidated but will include damages and costs to be assessed by the English and Japanese Courts. Claim form from English Case was submitted on 20th January 2022. |
| Breach of Clause 11.3.23 ( <i>Anti-Social Forces</i> ) of the Proceeds Agreement 111, and the Borrower Parent Letter and Intermediate Lessor Parent Letter                                                                | Borrower 111 Borrower Parent Intermediate Lessor 67 Intermediate Lessor Parent | Unliquidated but will include damages and costs to be assessed by the English Court. Claim form from English Case was submitted on 20th January 2022.               |
| Unpaid rent under the Head Lease Agreement 67                                                                                                                                                                             | Intermediate Lessor 67                                                         | \$10,429,865.50                                                                                                                                                     |
| Breach of Clause 3.6 of the Head Lease Agreement 67 (in conjunction with Clause 11.2 of the Proceeds Agreement 111)                                                                                                       | Intermediate Lessor 67                                                         | Unliquidated but includes accrued amounts to date of \$959,291.91                                                                                                   |
| Legal and other professional costs of the Security Agent and                                                                                                                                                              | Borrower 111                                                                   | \$1,719,928.64                                                                                                                                                      |
| Lenders <sup>1</sup>                                                                                                                                                                                                      | Borrower Parent                                                                | £410,682.68<br>€39,141.98                                                                                                                                           |
| Costs of the Security Agent in insuring the Aircraft                                                                                                                                                                      | Borrower 111                                                                   | \$37,510.50                                                                                                                                                         |
| Costs of the Security Agent in engaging Airborne Capital as remarketing agent                                                                                                                                             | Borrower 111                                                                   | \$203,151.15                                                                                                                                                        |
| Management time of the Security Agent                                                                                                                                                                                     | Borrower 111                                                                   | \$2,045,000                                                                                                                                                         |
| Costs arising out of the Parent failing to perform its undertaking under the Borrower Parent Letter                                                                                                                       | Borrower 111<br>Borrower Parent                                                | \$164,138.92                                                                                                                                                        |

<sup>&</sup>lt;sup>1</sup> This is an approximated estimate of the professional fees known to FitzWalter as of the date of this letter. This figure is not exhaustive of the professional fees accrued to date. Additional fees have and will continue to accrue.

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#### Appendix 2 – MSN 173

| Claim Category                                                | Obligors (where relevant)  | Quantum                                               |
|---------------------------------------------------------------|----------------------------|-------------------------------------------------------|
| Senior Principal                                              |                            | \$88,190,424.10                                       |
| Senior Interest                                               |                            | \$0                                                   |
| Senior Default Interest                                       |                            | \$408,284.33                                          |
| Junior Principal                                              |                            | \$6,703,490.55                                        |
| Junior Interest                                               |                            | \$111,991.39                                          |
| Junior Default Interest                                       |                            | \$124,323.60                                          |
| Swap/Break Costs                                              |                            | \$4,844,043.98                                        |
| Breach of Clause 3.1 and 3.2 (Non-Petitioning) and Clause     | Borrower Parent            | Unliquidated but will include damages and costs to be |
| 10.2.3(c) (Service Agreement and Lease Management             | Intermediate Lessor 173    | assessed by the English and Japanese Courts. Claim    |
| Agreement) of the Proceeds Agreement 49 and the Borrower      | Intermediate Lessor Parent | form from English Case was submitted on 20th          |
| Parent Letter and Intermediate Lessor Parent Letter           |                            | January 2022.                                         |
| Breach of Clause 11.3.23 (Anti-Social Forces) of the Proceeds | Borrower 49                | Unliquidated but will include damages and costs to be |
| Agreement, and the Borrower Parent Letter and Intermediate    | Borrower Parent            | assessed by the English Court. Claim form from        |
| Lessor Parent Letter                                          | Intermediate Lessor 173    | English Case was submitted on 20th January 2022.      |
|                                                               | Intermediate Lessor Parent |                                                       |
| Unpaid rent under the Head Lease Agreement 173                | Intermediate Lessor 173    | \$10,695,530.92                                       |
| Breach of Clause 3.6 of the Head Lease Agreement 173 (in      | Intermediate Lessor 173    | Unliquidated but includes accrued amounts to date of  |
| conjunction with Clause 11.2 of the Proceeds Agreement 49)    |                            | \$882,856.51                                          |
| Legal and other professional costs of the Security Agent and  | Borrower 49                | \$1,719,928.63                                        |
| Lenders <sup>2</sup>                                          | Borrower Parent            | £410,682.67                                           |
|                                                               |                            | €39,141.99                                            |
| Costs of the Security Agent in insuring the Aircraft          | Borrower 49                | \$37,510.50                                           |
| Costs of the Security Agent in engaging Airborne Capital as   | Borrower 49                | \$203,151.15                                          |
| remarketing agent                                             |                            |                                                       |
| Management time of the Security Agent                         | Borrower 49                | \$2,045,000                                           |
| Costs arising out of the Parent failing to perform its        | Borrower 49                | \$154,138.92                                          |
| undertaking under the Borrower Parent Letter                  | Borrower Parent            |                                                       |

<sup>&</sup>lt;sup>2</sup> This is an approximated estimate of the professional fees known to FitzWalter as of the date of this letter. This figure is not exhaustive of the professional fees accrued to date. Additional fees have and will continue to accrue.